

# EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

FRED and KATHLEEN STARK, a  
married couple,

Plaintiffs,

vs.

No. CV 06-1719JLR

THE SEATTLE SEAHAWKS, FOOTBALL  
NORTHWEST, LLC, a Washington  
limited liability company,  
FIRST & GOAL, INC., a Washington  
corporation, THE WASHINGTON  
STATE PUBLIC STADIUM AUTHORITY,  
a Washington municipal  
corporation, and LORRAINE HINE,  
in her capacity as chair of the  
Washington State Public  
Stadium Authority board of  
directors,

Defendants.

30(b)6 Deposition Upon Oral Examination of

ANN KAWASAKI ROMERO

Taken at 999 Third Avenue, Suite 4400

Seattle, Washington

DATE: Wednesday, April 25, 2007

REPORTED BY: Mindy L. Suurs, CSR

A P P E A R A N C E S

For the Plaintiffs:

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For PSA and Lorraine Hine:

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For Football Northwest and First & Goal:

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Washington, DC 20004-2401

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1 SEATTLE, WASHINGTON; WEDNESDAY, APRIL 25, 2007

2 9:50 a.m.

3  
4 --o0o--

5  
6 ANN KAWASAKI ROMERO, deponent herein, having been  
7 first duly sworn on oath,  
8 was examined and testified  
9 as follows:

10  
11 E X A M I N A T I O N

12 BY MR. WOJTANOWICZ:

13 Q. Good morning, Ms. Kawasaki Romero. My name is  
14 Garth Wojtanowicz, and I represent the plaintiffs in this  
15 case, Fred and Kathleen Stark, and I understand that you  
16 have been produced in response to a notice of deposition to  
17 the Public Stadium Authority; is that correct?

18 A. Yes.

19 Q. So I understand that you have never been through  
20 a deposition before?

21 A. That's correct.

22 Q. I'm just going to lay out a few ground rules and  
23 let you know how we plan on proceeding today. I'm going to  
24 be asking you a series of questions, and because this is a  
25 30(b)6 deposition, you've been designated as the person

1 deposited, and we receive 20 percent net profits from First  
2 & Goal's operation of the event center, which we then turn  
3 around and submit to the State of Washington for deposit in  
4 the State Common School Fund, and we receive miscellaneous  
5 revenue from the sale of surplus equipment.

6 Q. Beginning with the rent payments, the rent  
7 payments are a fixed rent that's spelled out in the Master  
8 Lease, other than the -- let me just start over with that  
9 question.

10 MR. DUNBAR: I was about ready to go.

11 BY MR. WOJTANOWICZ:

12 Q. Can you describe for me how the rent payments are  
13 calculated.

14 MR. DUNBAR: Can we agree that all these  
15 questions about the Master Lease, to the extent they call  
16 for a legal conclusion, that you're not construing any of  
17 the responses as a legal conclusion?

18 MR. WOJTANOWICZ: To the extent they call  
19 for a legal conclusion, sure.

20 MR. DUNBAR: So you're asking for  
21 understanding?

22 MR. WOJTANOWICZ: Yes.

23 THE WITNESS: Rent is set at 850,000 per  
24 year increasing annually by CPI.

25 Q. There's also a possibility in the Master Lease

1 agreement, is there not, that if the reasonable operating  
2 expenses of the PSA exceed that amount, then the rent could  
3 be increased. Is that your understanding?

4 A. Yes.

5 Q. Has that ever happened?

6 A. No.

7 Q. Could you explain to me what you understand the  
8 admissions surcharge to be?

9 A. Admissions surcharge is a surcharge on the price  
10 of the ticket. It's 1.2 percent. It's used to pay  
11 deferred sales tax on the project.

12 Q. That 1.2 percent -- is that levied on all tickets  
13 for all events at the facilities?

14 A. I believe so.

15 Q. And that includes Seahawks games?

16 A. Yes.

17 (Exhibit No. 27 marked for  
18 identification.)

19 BY MR. WOJTANOWICZ:

20 Q. You've been shown what's been marked Exhibit  
21 No. 27, and this is a document that counsel gave to me  
22 before your deposition today, and it indicates that  
23 approximately a little over two million dollars have been  
24 paid to the PSA by FGI for the admissions surcharge since  
25 2004. Is that your understanding?

1 A. Yes.

2 Q. Do you know how these numbers were arrived at?

3 A. Our accountant prepared the spreadsheet, and he  
4 used financial reports to generate this information.

5 Q. And to the best of your knowledge, these numbers  
6 are correct?

7 A. To the best of my knowledge.

8 MR. DUNBAR: This wasn't noted in the  
9 30(b)6, so will you construe these responses as part of the  
10 individual deposition?

11 MR. WOJTANOWICZ: Sure. You know, actually,  
12 I think I'm just going to wrap up the 30(b)6 portion and  
13 then we'll just move on so we don't have to deal with  
14 the --

15 MR. DUNBAR: The distinction between the  
16 two?

17 MR. WOJTANOWICZ: Right.

18 MR. DUNBAR: That will be great. Thank you.

19 MR. WOJTANOWICZ: So we're going to come  
20 back to the Master Lease agreement.

21 MR. DUNBAR: The Master Lease agreement is  
22 the part we agreed would be part of the individual  
23 deposition; correct? So are we now totally wrapped up on  
24 30(b)6?

25 MR. WOJTANOWICZ: No, I've got just a couple



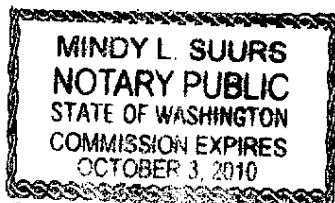
**CERTIFICATE**

THE STATE OF WASHINGTON    )  
  )  
COUNTY OF KING                )

I, the undersigned officer of the Court under my commission as a Notary Public in and for the State of Washington, hereby certify that the foregoing deposition upon oral examination of the witness named herein was taken stenographically before me and thereafter processed under my direction;

That the witness before examination was first duly sworn by me to testify truthfully; that the transcript of the deposition is a full, true and correct transcript of the testimony; That I am neither attorney for nor a relative or employee of any of the parties to this action; further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto, nor financially interested in its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of May 2007



Mindy L. Suurs  
NOTARY PUBLIC in and for the  
State of Washington residing at  
Bellvue